

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**SEIU LOCAL 199 NURSE ALLIANCE,
SERVICE EMPLOYEES
INTERNATIONAL UNION**

AND

**BROADLAWNS MEDICAL CENTER
DES MOINES, IA**

July 1, 2005 – June 30, 2007

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ARTICLE 1 PARTIES AND PURPOSE

1.1 Parties This Agreement is made and entered into pursuant to Chapter 20 of the Code of Iowa, by and between Broadlawns Medical Center (the "Employer") and Service Employees International Union, Local 199, Nurse Alliance (the "Union").

1.2 Purpose. The purpose of this Agreement shall be to establish the terms and conditions of employment for bargaining unit employees consistent with public policy articulated in Section 20.1 of the Code of Iowa.

ARTICLE 2. PUBLIC EMPLOYER RIGHTS

2.1 Exclusive Employer Rights. The parties recognize that, consistent with Section 20.7 of the Code of Iowa and the terms of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

2.2 Express Reservation of Management Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other management rights and duties, and all management rights and duties not expressly delegated in this Agreement are reserved to the Employer.

ARTICLE 3 CATEGORIES OF NURSES

- 3.1 Full-Time Nurse – A nurse who is scheduled and regularly works sixty four (64) to eighty (80) hours in the established two-week pay period in a budgeted position and, where appropriate, rotates shifts and weekends, days off and holidays, and floats to other units.
- 3.2 Part-Time Nurse – A nurse who is scheduled and regularly works a minimum of thirty-two (32) hours or more, but less than sixty four (64) hours in the established two-week pay period in a budgeted position and, where appropriate, rotates shifts and weekends, days off and holidays, and floats to other units.

- 3.3 Weekend Package Nurse – A Weekend Package Nurse is regularly scheduled to work a minimum of twenty-four (24) hours per weekend in a budgeted position; the twenty-four (24) hours may be two (2) twelve (12) hour shifts or three (3) eight (8) hour shifts, dependent on the unit/department. A Weekend Package Nurse must work either three out of every four weekends or four out of every five weekends as determined by the department when hired; however, the Weekend Package Nurse may work every weekend.
- 3.4 Relief/PRN Nurse – A nurse who does not normally work a regular schedule, but works a minimum number of shifts as established by the department or a minimum of ninety-six (96) hours per calendar year. A Relief/PRN Nurse may be called to work as needed. If the Relief/PRN nurse does not meet the minimum shift/hour requirements, he/she shall be considered to have voluntarily terminated.
- 3.5 Registry Nurse – A nurse who does not normally work a regular schedule but has agreed to be called to duty in accordance with an agreed upon frequency. Registry nurses are expected to work four (4) shifts or a minimum of thirty-two (32) hours per month, including two (2) weekend shifts per month and two (2) evening and/or nights per month and one (1) holiday per year. If a Registry Nurse refuses more than three (3) consecutive calls to work, he/she will be transferred to relief (PRN) status.
- 3.6 Temporary Nurse – A nurse whose employment is scheduled to end within ninety (90) days of hire date; an extension of employment beyond this period must be reviewed by senior management.

ARTICLE 4 FLOATING

Floating requirements shall be determined by unit management and implemented in accordance with Article 12, Staffing Adjustments, Layoff and Recall.

ARTICLE 5 GRIEVANCE PROCEDURE

- 5.1 Any dispute or disagreement arising out of the application, interpretation or alleged violation of specific terms of this Agreement shall be resolved as set forth in the following subsections. A single nurse or a group of nurses may file a grievance. The Union may also file a grievance if a complaint involving more than five nurses arises out of the same occurrence and the facts and claim are common to all members of the group. In group grievances, only one (1) grievant shall be entitled to paid time off, to act as the spokesperson for the group. If not resolved, the names of those affected by the group grievance shall be provided no later than Step Three of the grievance procedure. The Union may also file a grievance if the allegation involves a specific right of the Union as provided in this Agreement. The attendance at grievance meetings and arbitration shall not result in overtime pay to any nurse.

- 5.2 STEP ONE Within fifteen (15) working days of the time a nurse first becomes aware of the occurrence giving rise to the grievance, a nurse having a grievance and/or his/her Union representative shall take it up with the grievant's immediate supervisor. The Employer shall give its answer in writing to the nurse and/or his/her Union representative within ten (10) working days after the presentation of the grievance in Step One.
- 5.3 STEP TWO If the grievance is not settled in Step One, the grievance may, within five (5) working days after the answer in Step One, be presented in Step Two. When grievances are presented in Step Two, they shall be reduced to writing, and presented to grievant's Nursing Director or his/her designee. Unless mutually agreed otherwise, the parties will meet to discuss the grievance. In an effort to resolve the problem, it is the responsibility of the Nursing director to consider the facts, conduct an investigation, and review the matter with a representative of the Human Resources Department. A grievance so presented in Step Two shall be answered by the Employer in writing within ten (10) working days after its presentation. If the nurse's immediate supervisor is the Nursing Director, the grievant may skip Step Two and proceed to Step Three; provided, however, that the grievance shall be presented in writing at Step Three and shall include the name(s) of the grievant(s).
- 5.4 STEP THREE If the grievance is not settled in Step Two, the grievance may, within five (5) working days after the answer in Step Two, be presented in Step Three to the Senior Vice President, Clinical Services or his/her designee. Unless mutually agreed otherwise, the parties will meet to discuss the grievance. The purpose of this meeting is to review the complaint and to resolve the complaint. The Senior Vice President, Clinical Services or his/her designee shall render a decision in writing within ten (10) working days after the presentation of the grievance in this Step.
- 5.5 Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.
- 5.6 Failure by a nurse to take up a grievance within the time specified in this Article, or failure by a nurse or the Union to appeal a grievance from one level to another within the time periods herein, shall constitute a waiver of the grievance.
- 5.7 Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step Three in the first instance, within the time limit specified in Section 5.2 of this Article.
- 5.8 STEP FOUR - ARBITRATION A grievance, as defined in this Article, which has not been resolved hereunder, may, within ten (10) working days after completion of Step Three of the grievance procedure, be referred to arbitration by the Employer or the Union by notifying the other party in writing of its wish to appeal the grievance to arbitration. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree, an arbitrator shall be selected from a list of names furnished at the request of either party to the Public Employment Relations Board (PERB). The winner of a coin toss shall strike first from the list of arbitrators, and the parties shall alternate in striking names from available arbitrators until one remains who shall serve as the arbitrator. The arbitrator so selected

shall confer with the Employer and Union representatives and hold hearings promptly, and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

- 5.9 The fees and expenses of the arbitrator shall be borne equally by the parties. The cost of transcripts shall be borne by the requesting party, without having to furnish a copy to the other party, unless the parties mutually agree to share the entire cost. Any other expenses incurred shall be paid by the party incurring the same.
- 5.10 The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Nurses, subject to the limitations on arbitrators' decisions as provided by Iowa law.
- 5.11 The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 5.1 and she/he shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.
- 5.12 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays observed by the Employer. In computing the working days prescribed or allowed in this Article, the date of the act or event for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. It is the intent of the parties that all grievances shall be filed and processed promptly, but the time limits specified herein may be extended by mutual agreement of the parties.
- 5.13 A grievance which affects a class of nurses, may initially be presented at Step Three by the Union.
- 5.14 A grievant and his/her Work Site Leader (Steward) may consult concerning a grievance matter without loss of pay, provided that such consultation not interfere with patient care and shall be limited to no more than one (1) such consultation for each matter. Such consultation time must be scheduled with the prior approval of the supervisors of both the grievant and the Work Site Leader, and shall be reasonable in length, not to exceed one hour or incur overtime expense.
- 5.15 In the event that a grievance is filed, the grievant and his/her Work Site Leader shall attend grievance meetings and arbitration with the Employer held pursuant to the grievance procedure provided in this agreement, without loss of pay. Such meetings shall be scheduled so as not to interfere with patient care or services or incur overtime expense.
- 5.16 The only disciplinary actions that may be appealed through arbitration are suspensions without pay and discharge.

ARTICLE 6 DISCIPLINE AND DISCHARGE

- 6.1 The first six (6) months of employment shall be considered an orientation period. The Employer shall not discipline, suspend or discharge a nurse with more than six (6) months of service without proper cause. Any written disciplinary action imposed on a nurse with more than six (6) months of service may be challenged through the grievance procedure through Step Three. A grievance challenging a suspension without pay or discharge may be filed directly to Step Three. Only suspensions without pay and discharge grievances may be appealed through arbitration.
- 6.2 The Union shall receive written notice at its local office of any written disciplinary action imposed upon a nurse with more than six (6) months of service within three (3) working days after the date such action is taken, unless the Employer has received written direction from SEIU Local 199 for the notice to be sent elsewhere.

ARTICLE 7 HOURS OF WORK AND SCHEDULING

- 7.1 The parties recognize that the Hospital has unique scheduling requirements because it operates 24 hours per day, 7 days per week on a year-round basis. Accordingly, many nurses must routinely perform work on weekends, holidays and various shifts to serve the patients and the public and to meet the operational needs of the Employer.
- 7.2 The normal workday may consist of eight (8), ten (10) or twelve (12) hours of work per day, and the normal work week is 40 hours per week. The 30 minutes allotted for a meal break are not counted as work time. Part-time nurses' hours vary and are scheduled by the supervisor/designee.
- 7.3 Work schedules for clinical units will be established by the Employer based upon the needs of the clinical unit consistent with this Article.
- 7.4 The Employer agrees that in developing schedules, nurses will not be required to work more than five consecutive days of eight-hour shifts, four consecutive days of ten-hour shifts, or three consecutive days of twelve-hour shifts, except in extraordinary circumstances (weather related emergency, disaster, etc.).
- 7.5 A scheduled day off shall be at least twenty three and one half (23 ½) hours, unless otherwise agreed between the Nurse and the Nursing Director or designee.
- 7.6 No nurse shall be scheduled to work rotating shifts, except with the consent of the nurse. Nurses accepting offers of positions with rotating shifts shall be deemed to have given consent. The Nursing Director/designee shall schedule nurses hired for rotating shifts in accordance with the position for which they are hired and shall not schedule employees to work more than two (2) different shifts in a seven (7) day period, except with the consent of

the nurse. When a nurse rotates to a different shift, there will be a break of at least ten (10) hours unless otherwise agreed to by the nurse.

- 7.7 The normal work week shall begin at 0000 Wednesday and end at 2400 Tuesday.
- 7.8 All bargaining unit nurses must complete a six (6) month orientation period. Nurses will be expected to work with a preceptor during their orientation and will not be expected to assume a normal patient assignment until the required skills have been validated and recorded by the preceptor for review and final approval by the Nursing Director.
- 7.9 Units may use or adopt self-scheduling plans by mutual agreement between the nurses and manager on each unit. Current unit self-scheduling practices shall only be altered with the mutual agreement of the affected nurses and their manager.
- 7.10 Schedule requests must be in writing, and dated and signed by the nurse. Schedule requests will be granted based on the needs of the unit and with consideration for the nurses' preferences.
- 7.11 All full-time and regular part time nurses will be scheduled first. Full-time and regular part-time nurses will have the opportunity to fill extra shifts before PRN or Registry staff are scheduled, provided that no overtime is created. PRN nurses and registry nurses shall be used to fill extra shifts according to their availability. Except in extraordinary circumstances and scheduled call, no nurse will be required to work more than sixteen (16) hours in a twenty-four (24) hour period.
- 7.12 All schedules will be posted at least two (2) weeks in advance before the effective date in blocks of at least four (4) weeks. All schedules shall be posted with actual working hours and open shifts. If it is necessary to temporarily change a schedule after it has been posted, the Nursing Director or designee and the affected nurse will discuss the need to change the schedule, the options to accommodate such change, and the ability of the nurse to accommodate a change. If other qualified nursing staff are unavailable to accommodate the needed coverage, and if no volunteers are timely found, changes may be made by the Nursing Director or designee in accordance with the hospital's or unit's patient care needs. For purposes of this section, overtime hours are not considered to be scheduled hours.
- 7.13 Nurses can sign up for open and available shifts, in addition to their scheduled shifts, and such open and available shifts shall be granted first to the nurse who can work the shift for straight time (which may include shift differential pay), then the nurse who can work the shift at the overtime or other premium rate (Registry or Staff Nurse Option). The shift shall be granted to the first such nurse making application for the shift. Nurses currently employed shall be granted any open and available shifts before agency nurses or traveler nurses are used to fill the shifts.
- 7.14 Overtime or premium pay hours which cannot be anticipated twenty-four (24) hours in advance will first be offered to those nurses who are on duty at that time. Only if no

bargaining unit nurse offers to work the overtime hours can they be offered to agency or traveler nurses.

- 7.15 Bargaining unit nurses may trade or alter work schedules or shifts that do not create overtime for either party to the trade. Trades or work schedule alterations that will create overtime will require the prior approval of the Nursing Director or designee.
- 7.16 It is recognized that the nature of some positions within the bargaining unit requires the availability of nurses beyond their regular shift. Nurses will be notified if their position requires on-call work. On-call nurses shall be immediately accessible by telephone or pager and must be able to report to work within departmental or unit response requirements.
- 7.17 Nurses who work shifts of at least four (4) hours are allowed one (1) fifteen (15) minute break if work load and staffing needs permit, but are allowed no meal breaks.

Nurses who work shifts of more than six (6) hours are expected to take a thirty (30) minute unpaid meal break. The supervisor/designee will determine when the nurse may take the meal break in order to have adequate coverage for the department/program at all times.

Nurses who work eight (8) or ten (10) hour shifts are allowed two (2) fifteen (15) minute break periods, if work load and staffing needs permit, and one (1) thirty (30) minute unpaid meal period. Nurses who work a twelve (12) hour shift may be allowed three 15-minute rest breaks, if work load and staffing needs permit, and one 30-minute unpaid meal break.

No additional compensation will be given for rest breaks not taken.

The thirty (30) minute unpaid meal period is intended to be an uninterrupted period of time. If a nurse is required to remain at the station, stay on unit, or is called back to work during the unpaid meal period, the nurse shall be paid for the meal period. Meal and rest breaks cannot be combined, and they may not be taken at the beginning or the end of the shift.

- 7.18 A nurse's shift assignment, hours of work, status and on-call requirement shall be reflected in his/her written confirmation of employment. The Employer shall be expected to make every effort to convey scheduling expectations to new employees.
- 7.19 Whenever Employer operations allow, the Employer shall continue to permit scheduling adjustments to meet the needs of nurses regarding medical appointments for themselves or their immediate family that cannot be scheduled on the nurse's non-working time. Nurses shall be expected to make every effort to schedule their appointments on their non-working time so as not to disrupt the Employer's operations or incur overtime.
- 7.20 When it becomes necessary for an hourly (non-exempt) nurse to work overtime, pay will be at the rate of one and one-half (1 ½) times the regular rate of pay for actual hours worked in excess of 40 hours in the established 7 day period. Overtime will be paid to the nearest quarter hour. All overtime must be approved by the Nursing director or supervisor/designee prior to the time the work is performed. The supervisor/designee shall attempt to provide

reasonable notice when the need for overtime work arises, but advance notice may not always be possible.

- 7.21 If a nurse works a shift in addition to his/her regular schedule, and the nurse's schedule is reduced due to low census or other Employer-requested scheduling adjustment during the established seven (7) day period, the extra shift will be paid at the premium rate of one and one-half (1 ½) times the regular rate of pay.
- 7.22 There shall be no pyramiding of overtime pay and/or premium pay (Registry, Staff Nurse Option, Holiday pay or other premium pay) on any day or during any work week, unless specifically permitted in this Agreement.
- 7.23 Except as provided in Article 9, nurses shall be scheduled so as to receive at least every other weekend off, unless the Employer and the nurse agree otherwise. Nurses currently routinely scheduled to work less than every other weekend shall be permitted to continue that pattern during the term of this Agreement, unless the needs of the unit and/or the needs of the nurses change.
- 7.24 All non-salaried nurses are required to swipe their BMC ID badge or enter their employee badge number in the Star Tracker timekeeper terminal closest to their department at the beginning and end of the assigned work shift. Salaried nurses in the surgical services department are required to swipe their BMC ID badge at the beginning of their assigned shift. For payroll purposes, swipes will be rounded to the nearest quarter hour. Hourly nurses at off-site locations with no Star Tracker terminal will access the KRONOS timekeeper system by utilizing the PC Time Stamp function. Nurses who consistently miss swiping their badge in Star Tracker terminals shall be subject to the disciplinary process consistent with Article 6 Discipline and Discharge.
- 7.25 Nurses are required to accurately record any benefit or leave time taken each pay period. All nurses will submit benefit time (PTO, CAT, and OSB) on a Pay Code Adjustment form to their supervisor for approval.
- 7.26 Nurses are encouraged to remain on the premises during their meal break. When leaving the premises during a meal break, all hourly (non-exempt) nurses, are required to swipe their badges in the KRONOS Star Tracker when leaving and again as they return to their work station.
- 7.27 Time records are available for review by Nurses upon request to their Nursing Director or the Payroll Department during normal business hours. Once a nurse's time record has been filed or logged, it shall not be changed without notice to the individual nurses. Any changes are subject to the grievance procedure
- 7.28 Surgical Services Department

- 7.28.1 Full-Time nurses in the Surgical Services Department shall be employed on a salary basis that is inclusive of on-call time and call-back time, and shall be exempt from the overtime pay provisions of the Wage and Hour laws.
- 7.28.2 Part Time nurses in the Surgical Services Department shall be employed on an hourly rate basis, and shall be subject to the overtime pay provisions of the Wage and Hour laws. Part time nurses shall receive their regular rate of pay for hours worked up to 40 hours in the established 7 day period, and at the rate of 1.5 times their regular rate of pay for hours worked in excess of 40 in the established 7 day period. Part-time nurses are eligible to receive on-call pay in accordance with on-call pay provisions applicable to other nursing units.
- 7.28.3 Nurses called back to work from on-call status between the hours of 1500-0300 will be afforded a minimum break of ten (10) hours before they may be required to return to work, with the exception of scheduled call on weekends and holidays.
- 7.28.4 Nurses called back to work from on-call status after 0300 shall not be required to return to work that day after completing their call assignment, except for scheduled call on weekends and holidays.
- 7.28.5 Nurses called back to work from on-call status who work at least 16 hours in a 24 hour period shall not be required to work the next day, except for scheduled call on weekends and holidays.

ARTICLE 8 WEEKEND PACKAGE

- 8.1 Each Nursing Director will determine the number of positions allocated to the weekend package based on the unit's needs.
- 8.2 Eligibility for the weekend package shall be determined by needs of the department and limited to nurses having at least one year of clinical experience.
- 8.3 Scheduling
 - 8.3.1 A nurse under the weekend package program must work a minimum of twenty-four (24) hours/weekend. These twenty-four (24) may be two (2) twelve (12) hour shifts or three (3) eight (8) hour shifts, dependent on the needs of the unit/department. Alternate schedules sought by a Weekend Package Nurse may be approved by the Nursing Director of the unit based on unit needs, subject to final approval by the Senior Vice President, Clinical Services.
 - 8.3.2 A nurse under the weekend package program will work either three (3) out of every four (4) weekends or four (4) out of every five (5) weekends as determined by the department when hired. The nurse may choose to work every weekend.

- 8.3.3 The Nursing Director will maintain documentation identifying which package the nurse was hired for.
- 8.3.4 For purposes of the weekend package, the weekend hours include those worked between 0700 Friday through 2330 on Monday unless approval for alternate weekend hours has been requested and received from the Nursing Director and the Senior Vice President, Clinical Services based on unit needs. In such event, sixteen (16) of the twenty-four (24) required hours must be worked between 1500 on Friday and 0700 Monday.
- 8.3.5 If a holiday falls on the nurse's scheduled weekend to work, the nurse must work the holiday. Time off for holidays will be granted at the discretion of the Nursing Director dependent on the unit/department's needs.
- 8.3.6 Weekend package program nurses must make up the day if ill or absent before being eligible to use PTO time or have any weekend off.
- 8.3.7 Weekend package program nurses will be subject to reduction in a low census situation the same as regular full-time and part-time nurses. If sent home early at management's discretion, the nurse will be paid the premium rate for the actual hours worked or a minimum of two hours whichever is greater. This weekend shall be counted as having been worked for purposes of this Article.
- 8.4 Compensation
- 8.4.1 Nurses participating in the Weekend Package Program shall receive their regular (base) rate of pay plus 45% for all hours worked between the hours of 0700 Friday through 2330 Monday.
- 8.4.2 Weekend Package nurses who work shifts at any time other than the Weekend Package period defined in Section 8.4.1 shall be paid at the nurse's base rate, plus shift differentials, bonus pay, and overtime if applicable.
- 8.4.3 Attendance at orientation and mandatory meetings is paid at the nurse's base rate of pay.
- 8.4.4 Accrued PTO hours will be compensated at the nurse's base rate of pay, although the nurse may cash in up to 45% more time than his/her normal scheduled hours, so that the nurse receives the same amount of pay as his/her premium weekend package rate.
- 8.4.5 Nurses will be paid at 1.5 times their base rate for all hours worked over forty (40) hours in a week.
- 8.4.6 Nurses will be paid applicable shift differential(s) for relevant hours worked.
- 8.5 Benefits

- 8.5.1 Weekend package program nurses are eligible for all part-time employee benefits as determined by this Agreement.
- 8.5.2 Weekend package program nurses are eligible to request the use of their accrued PTO leave after three (3) months of employment provided the nurse's weekend commitments have been fulfilled.

ARTICLE 9 NEW CLASSIFICATIONS

- 9.1 The Employer shall give the Union written notice of the establishment of any new non-supervisory position requiring a registered nurse. The written notice shall be accompanied by a copy of the position description. Whenever possible, the Employer will give notice to the Union at least seven (7) working days before the position is posted. The notice will include the Employer's initial determination as to whether such position will be included in the bargaining unit.
- 9.2 Upon request of either party, the Employer and Union representatives will meet to determine the bargaining unit status of the position in question. In the event that the Employer and the Union are unable to reach agreement as to the inclusion or exclusion of the new classification from the bargaining unit, the classification shall be submitted to the Iowa Public Employment Relations Board for final resolution. The filling of the position by the Employer shall not be delayed pending such resolution by the PERB.

ARTICLE 10 SENIORITY

- 10.1 **Seniority Defined.** Bargaining unit seniority is defined as the most recent date of hire into a regularly scheduled bargaining unit position. The date may be adjusted according to the provisions of this agreement (e.g. moving to PRN status). In order to establish the original seniority list for the purposes of this agreement, current dates of hire shall be reviewed so as to be in compliance with the provisions of this agreement
- 10.2 **Accrual** A nurse's seniority shall commence after completion of his/her orientation period and shall be retroactive to date of hire.
- 10.3 **Transfer and Retention of Seniority.** Bargaining unit nurses who take a non-bargaining unit position or a position in the bargaining unit with no regular schedule (i.e. PRN or Registry) with the Employer shall maintain accumulated bargaining unit seniority only if they return to the bargaining unit within one year. Upon return to the bargaining unit within one year, the nurse's seniority shall be restored, except for the period of service in a non-bargaining unit position or the position in the bargaining unit with no regular schedule. They shall not accrue seniority while out of the bargaining unit and at all times while outside the bargaining unit shall have zero seniority for all purposes under this Agreement. Any bargaining unit nurse who accepts a non-bargaining unit position with the Employer after being laid off from his/her bargaining unit position shall be credited with seniority for the time spent in the non-bargaining unit position as long as the nurse retains recall rights

(twelve (12) months from original layoff date). Said nurse shall also have recall rights to his/her nursing position up to twelve (12) months from layoff date.

- 10.4 **Loss of Seniority** A nurse's seniority shall be broken when he/she: quits or resigns; is discharged for proper cause; fails to return following the end of an approved leave of absence, refuses a recall offer under terms of Article 12, Low Census, Layoff and Recall; or, is laid off for a period of more than twelve (12) months.
- 10.5 **Application:** Seniority as defined in this Article shall apply only as expressly provided in this Agreement.
- 10.6 **Seniority list** There shall be one (1) seniority list, combining full-time and part-time nurses, issued every six (6) months. A copy shall be sent to the Union and a copy shall be permanently posted on the Union bulletin board(s) used to provide notices to bargaining unit nurses. A nurse may challenge his/her status on the seniority list by filing a grievance at Step Three of the Grievance Procedure within fourteen (14) calendar days of the list being posted, after which time the seniority date shall be presumed correct.

ARTICLE 11 POSTING OF POSITIONS

- 11.1 The Nursing Director shall determine whether there should be an immediate effort to fill the position, a delay in the effort to fill the position, an attempt to fill the position with fewer hours or a decision not to fill the position at all with a consequent reduction in authorized work hours.
- 11.2 All vacancies for bargaining unit positions shall be posted for a minimum of seven (7) consecutive days in the department or unit to provide an equal opportunity for all interested internal candidates to apply. The hiring authority may fill the position with an internal department/unit candidate, without posting throughout the medical center, provided the candidate meets the following criteria: minimum requirements of the position as specified by the current job description and had appropriate involvement with/or knowledge of the position vacated.
- 11.3 All postings shall include the following:
- Position
 - Hours of work
 - Shift assignment
 - Pay Rate or Salary
 - Status (full-time, part-time, PRN, etc.)
 - Required qualifications
 - Any special requirements
 - Internal application deadline
- 11.4 If no internal candidate from within the affected department or unit applies for the open position with the seven posting days, the Nursing Director will contact Human Resources to

begin the expanded recruitment process. Notice of available positions will be posted on the bulletin board outside the cafeteria, the Human Resources department, the Sands wing, designated Union bulletin boards, and off site locations for a minimum of seven (7) consecutive days.

- 11.5 Positions may be posted outside the affected department or clinical unit and advertised outside the medical center concurrently with their posting in the affected department or clinical unit, provided that such posting or advertising shall not impact the rights of nurses under this Article.
- 11.6 Following the close of the posting period on the affected department or unit, the Employer shall offer the position to the most senior applicant from within the department or clinical unit who meets the requirements of the position. If the vacancy is not filled from within the department or clinical unit, the Employer shall offer the position to qualified nurses on recall for the classification pursuant to the provisions of Article 12.
- 11.7 If the vacancy is not filled from the recall list, the Employer shall offer the position to an applicant currently in the classification but outside the clinical unit, based upon the applicant's skills, abilities and relevant professional experience, giving preference to employees who have received a layoff notice. In the event that skills, abilities and experiences are relatively equal, the Employer shall select the applicant with the most seniority.
- 11.8 If the vacancy is not filled through the preceding procedures, applicants from any other source may be considered.
- 11.9 In all cases, the applicant selected must possess the ability to perform the duties of the position and meet the qualifications and special requirements included on the posting.
- 11.10 All inquiries from nurses outside the department/program for promotion or transfer and all applicants for employment shall be directed to the Human Resources department and will be required to complete an application form.
- 11.11 External recruitment will be initiated and/or coordinated by the Human Resources Department.
- 11.12 All recruitment efforts will affirm the medical center's policy of Equal Employment Opportunity.
- 11.13 All applications are to be reviewed by Human Resources to assess the applicant's qualifications with respect to the position(s) sought. An interview with Human Resources and/or the Nursing Director/designee will be conducted with all bargaining unit nurses applying for an open position within two (2) weeks of the completed posting time frame. Nurses who have been interviewed will be notified of their selection/non-selection within one (1) week of the final nurse interview.

- 11.14 Nurses who have transferred or who have received discipline at the written level or beyond within the prior twelve (12) months, are not eligible for the provisions of this Article, except by mutual agreement between the Employer and the Nurse.
- 11.15 At his/her request, the nurse transferring into a new position shall be allowed to return to his/her previous position for a period of up to three (3) months, so long as the previous position remains vacant and so long as the nurse has not received written discipline in the new position, except by mutual agreement between the Employer and the nurse.
- 11.16 If a nurse receives a temporary assignment, the nurse at the conclusion of the temporary assignment shall be returned to his/her previous position including shifts and hours. If the temporary assignment will be come a position vacancy, the position will be posted as a vacancy and filled in accordance with this Agreement. A nurse who received a temporary assignment shall have full rights to apply for and be considered for the open position vacancy.

ARTICLE 12 STAFFING ADJUSTMENTS, LAYOFF AND RECALL

- 12.1 When the daily/shift to shift evaluation of adequate staffing occurs, staffing may be adjusted in the judgment of the Employer to assure that sufficient numbers/skill mix and qualified staff is available to meet defined patient care needs and/or any unusual occurrences.
- 12.2 The Nursing Director or designee is responsible for initiating staffing adjustments. The charge nurse/designee will notify the Nursing Director anytime staffing is at the minimum staffing level.
- 12.3 Additional Staff. When alternative staffing mechanisms are needed to meet daily/shift patient needs, the Nursing Director/designee will attempt to obtain more staff via internal staffing resources before external resources are utilized.
- 12.3.1 Internal Staffing resources:
- 12.3.1.1 The following supplemental personnel and mechanisms exist and should be used in the following priority order when additional staff are needed:
1. Temporary reassignment of personnel (floats) (qualified staff).
 2. Additional paid hours for part-time personnel.
 3. Relief staff assigned to the unit. (PRN)
 4. Staff Nurse Registry
 5. Overtime hours for full and part-time staff from within the unit or from other units.
 6. Staff Nurse Option.
- 12.3.1.2 The Nursing Director or designee will initiate requests for overtime and extra hours for part-time personnel. Exceptions to the priority resources listed above may be made by

the Nursing Director or designee depending on the unit needs. (i.e. if a regularly assigned full or part-time staff member is needed on the unit, they may be hired overtime instead of a float, registry, or relief staff member).

12.3.1.3 Consideration in temporary reassignment of nursing personnel (pull partner/floating).

1. Nursing staff may be requested to float to another unit.
2. All staff who are requested to float to another unit will be assigned a partner and oriented to the unit. The pull partner assignment load may be larger than an individual assignment due to the need for additional staff from other areas. Patient care assignments will continue to be made according to need, census, and staff skill level.
3. Exception to the pull partner concept is a nurse who frequently volunteers to work in an area that is not their assigned unit and has been cross-trained on the unit.
4. When staff work on a different unit, they will swipe their ID badge into Kronos transferring to the cost center of the unit to which they are pulled.

12.3.1.4 All in-house resources for filling vacancies or providing adequate staffing must be exhausted before requesting the use of agency staff. Administrative approval for agency staff relief must be obtained from the department Nursing Director/designee prior to initiating the call to the staffing agency.

12.4 Low Need Reduction. The non-voluntary rotation schedule will be implemented when the predetermined nursing unit workloads indicate a temporary reduction in required daily/shift personnel hours. Each Nursing Director will define nursing unit workloads and the corresponding staffing needs based upon both the number of patients and the needs of those patients for nursing care. On rare occasions it may be necessary to place a staff member on "on-call" status. This staff member will remain available by phone or beeper and will come to the hospital if needed.

12.4.1 If a department or unit has the need for a reduction on a specific day, the Employer shall notify the nurse two (2) hours before the start of the shift of its intent to cancel the shift or opportunity to float before the nurse reports for duty. If a nurse reports for duty as scheduled and is then canceled for the day and sent home, the nurse shall receive a minimum of two (2) hours pay.

12.4.2 When more staff are scheduled on duty than are needed, the Nursing Director/designee will:

1. Determine if the excess personnel can be used elsewhere in the medical center. If so, seek volunteers or use the non-voluntary rotation schedule to temporarily reassign staff for that shift.
2. Cancel agency staff.
3. Cancel staff on bonus pay.
4. Cancel staff hired to work as "Staff Nurse Option and/or Registry".
5. Cancel overtime personnel scheduled to work overtime whether the overtime would occur by working on a day off or by working a double shift. The shift requiring the staff reduction will be the shift canceled when a double shift is scheduled.

6. Cancel scheduled relief personnel.
7. Cancel temporary part-time and/or full-time personnel.
8. Cancel regular part-time personnel scheduled in excess of budgeted hours.
9. Request volunteers for reduction in hours. The nurse will have the option of using accrued **PTO** or an excused absence without pay.
10. Implement the non-voluntary nurse rotation schedule if the above steps are not successful. A list of non-voluntary nurse staff reduction will be maintained in the department. The nurse will have the option of using accrued **PTO** or an excused absence without pay.

12.5 Reduction in Force (Layoff). When the Employer determines that a reduction in force is necessary, the reduction in force will be effectuated in accordance with this section.

12.5.1 Layoff shall be determined by the Employer by job classification or title and clinical unit, considering seniority, with the least senior nurse being laid off first. The Employer reserves the right to retain nurses with special skills, training and abilities required to meet the needs of the Employer, regardless of the nurses' seniority status.

12.5.2 Within the above parameters, a reduction in force shall be by type of employment in the following order:

12.5.2.1 Temporary nurses,

12.5.2.2 Orientation period nurses,

12.5.2.3 PRN/Relief nurses,

12.5.2.4 Full-time, part-time and weekend package nurses who have completed their six-month orientation period (non-orientation period nurses).

12.5.3 The Union and affected bargaining unit nurses with at least six months of service in the bargaining unit will receive at least thirty (30) days notice in advance of the effective date of the layoff, except in exceptional circumstances which disrupt the services of the Employer or would seriously impair the financial integrity of the Employer. Nurses will not receive pay for shifts not worked during the period of notice. The Employer shall provide the Union a list of the bargaining unit positions to be eliminated, a current seniority list, and a list of current vacant unfilled bargaining unit positions.

12.5.4 Nurses who are given a layoff notice will have priority status with regard to vacant bargaining unit positions for which they are qualified and which are comparable to the position (same pay grade and same number of hours or lower) from which they are to be laid off. If a nurse is qualified to perform the duties of the vacant position or can acquire such qualifications within the period of time normally required for competent performance with normal supervision, then seniority will determine which nurse is assigned to the vacant position.

- 12.5.5 A full-time, part-time or weekend package nurse with at least six (6) months of service may, in lieu of layoff, elect to displace the least senior nurse in his/her classification in another clinical unit, provided the nurse to be displaced has less than six (6) months of service with the Employer, and provided further that the senior nurse is fully qualified for the position. Nurses electing to displace shall submit a written request to the Human Resources Director within fourteen (14) calendar days of receiving notification of the layoff.
- 12.5.6 In the event of a layoff, a nurse may volunteer to be laid off out of line of seniority, but such nurse shall have no displacement rights as provided herein.
- 12.5.7 Nurses shall retain recall rights for a period of one (1) year from their last day of work. Whenever a vacancy occurs in a job classification, nurses who are on layoff in that classification shall be recalled in accordance with their bargaining unit seniority in the reverse order in which they were laid off. A nurse may refuse a recall to a position other than one with the same unit, hours and shifts from which he/she was laid off. A nurse who refuses such a recall will remain on the recall list until the completion of his/her year, or until he/she is offered a position with the same unit, hours and shift from which he/she was laid off.
- 12.5.8 Orientation period nurses and nurses who are laid off from grant funded positions shall be terminated and not have any recall rights or privileges. These nurses shall be granted a hiring preference to fill vacant positions for which they are qualified that remain after laid off regularly scheduled nurses have been placed.
- 12.5.9 Non-orientation period nurses who wish to appeal their layoff may utilize the Grievance Procedure in Article 5 of this Agreement, commencing at Step 3. The implementation of the layoff shall not be delayed pending the resolution of any such grievances.

ARTICLE 13 PAID TIME OFF

- 13.1 PTO will be granted to all regular full time, part time and weekend package nurses under the following provisions. PRN/Relief, Registry and Temporary nurses are not eligible to accrue or use PTO.
- 13.1.1 Accrual: Accrual of PTO begins on the first day of employment. Accrual is based on total number of hours paid, to a maximum of 80 hours per pay period.
- 13.1.2 Eligibility: A new nurse will be eligible and allowed to take, with supervisory approval, accrued PTO after completing three (3) months of continuous employment.

Broadlawns will require the nurse to complete and return a Request for Family or Medical Leave and Medical Certification form in order to receive PTO for a leave of absence for reasons associated with rights under the Family and Medical Leave Act. (See Family and Medical Leave policy).

- 13.1.3 Hire/Start Date: Each nurse's hire date (date of initial employment) will be used to determine PTO entitlement unless the nurse changes employment status. If the nurse changes employment status, (i.e. PRN to FT/PT), start date (date of status change) will be used. If the nurse changes PTO groups (i.e. Group I to Group II), the date of hire into a FT/PT position will be used to determine PTO entitlement.

At no time will a "promotion" to a higher PTO entitlement group result in a nurse earning less PTO than he/she would have if they had not accepted the promotion.

- 13.1.4 Scheduling: After completion of the eligibility period, PTO may be scheduled at any time during the year, subject to the approval of the supervisor/department/program director.
- 13.1.5 Accumulation: All nurses are encouraged to use all PTO accumulated on an annual basis. No PTO time will be accrued beyond the maximum accumulation.

13.1.6 PTO for Personal Illness

All full-time/part-time/weekend package nurses who are unable to perform the duties of their position due to illness or disability are required to utilize PTO for the first three (3) days (24 hours). If the absence is greater than 3 days/24 hours, the nurse may utilize OSB (Old Sick Bank) dollars, if available, or CAT (Catastrophic Account) hours. (See OSB/CAT policy) The nurse is required to notify his/her supervisor/manager of the need to be absent due to illness prior to the start of scheduled shift (Refer to department specific policies).

- 13.1.7 Unpaid Leaves of Absence: PTO does not accrue according to the designated PTO group during an unpaid leave of absence. An unpaid leave of absence does not change the nurse's hire date.

13.1.8 Payment of PTO:

- 13.1.8.1 Payment for unused accrued PTO time will be made to regular full time/part time/weekend package nurses who have completed the three (3) month eligibility requirement in the following circumstances only:

- In the case of a nurse leaving employment at the medical center, provided he/she has given appropriate notice.
- In the case of a nurse who has involuntarily separated employment.
- In the case of a full or part-time nurse who transfers to PRN (relief) status.
- In the case of a FT nurse who transfers to PT or Weekend Package status, the nurse may elect to retain one-half (1/2) of their accumulated PTO hours, up to 80 hours. The remaining PTO hours will be paid.

- Upon the death of a nurse accrued PTO will be paid to the estate of the deceased person.

13.1.8.2 The medical center requires nurses take PTO and will not allow payment for accrued PTO hours except upon termination with proper notice and in accordance with Section 13.1.8.7 of this Article.

13.1.8.3 In the event a nurse who has previously scheduled and taken at least one full shift of PTO during a pay period is called in to work an additional shift by the manager/designee of the department because of staffing issues within the unit/department, the nurse will be allowed to take PTO hours above the budgeted hours for their position. Nurses may elect to have the PTO hours taken off their timecard and use another time, if they choose. Nurses must have met their (3) month eligibility period to qualify for this benefit. This should be utilized on an emergency need only as the purpose of PTO is to allow nurses time away to rest and relax.

13.1.8.4 Nurses who leave prior to three (3) months of employment and nurses giving inadequate separation notice will not be paid for any accumulated PTO. (See Separation of Employment Policy).

13.1.8.5 PTO benefits used shall not be considered as hours worked in the computation of overtime.

13.1.8.6 All accrued PTO shall be used before unpaid time will be granted. Exceptions are staff reduction and military leave.

13.1.8.7 PTO Sell-back. Employees with at least five (5) years of consecutive service with the Employer and who have at least 272 PTO hours accrued may "sell back" up to five (5) days (a maximum of 40 hours, reduced proportionately for part-time employees) of PTO to the Employer during the period from May 15 through June 30 of each year. Employees with at least ten (10) years of consecutive service with the Employer and who have at least 272 PTO hours accrued may sell back up to ten (10) days (a maximum of 80 hours, reduced proportionately for part-time employees) of PTO to the Employer during this period.

13.2 PTO Accumulation: Effective January 4, 2006, the accrual rates and caps for accumulated PTO for nurses shall be as follows:

13.2.1 Group I

13.2.1.1 Composition: All full-time/part-time exempt nurses unless identified in other PTO groups and designated non-exempt professionals (e.g. staff nurse)

13.2.1.2 PTO accrual/accumulation

Completed Years of Service	Days Per Year	Maximum Accumulation
0-2 years	26	36 days

3-14 years	31	41 days
15+	36	46 days

13.2.2 Group II:

13.2.2.1 Composition: Specified professional personnel (e.g. Nurse Practitioners)

13.2.2.2 PTO Accrual/accumulation

Completed Years of Service	Days Per Year	Maximum Accumulation
0-5 years	33	43 days
6 – 10 years	34	44 days
11+ years	35	45 days

13.2.3 PTO Bank Adjustment. For the first year of this Agreement, the parties agree to add one day (eight hours) of PTO to each nurse's PTO bank, prorated on the basis of his or her budgeted hours, to adjust for the increase in PTO accrual for the period from July 1, 2005 through January 3, 2006.

13.2.4 The following nurse statuses do not receive PTO benefits:

13.2.4.1 Temporary full-time (exempt and non-exempt)

13.2.4.2 Temporary part-time (exempt and non-exempt)

13.2.4.3 PRN (exempt and non-exempt)

13.2.4.4 Registry

13.3 Broadlawns Medical Center nurses who have a need for an extended absence beyond their accrued Paid Time Off (PTO) for a specific personal or family emergency (unplanned) situation, may accept PTO time from other nurses. The medical center will match leave time donated by a worker's fellow nurses hour for hour until a maximum of 120 hours is donated by Broadlawns.

13.3.1 Nurses who wish to receive leave from other nurses will complete a leave transfer request form which is available in the Human Resources department. Approval is based on the following:

13.3.1.1 It is not permissible to transfer old sick bank (OSB) dollars/catastrophic account (CAT) hours.

13.3.1.2 The required leave must be for a personal or family emergency which requires the nurse to be away from work at least five (5) working days beyond their accrued PTO.

- 13.3.1.3 Verification of the need and duration of leave shall be provided if possible. In the case of Family or Medical Leave, the Request for Family Medical Leave and Medical Certification form(s) must be submitted. If the nurse is receiving leave for an FMLA qualifying event, the transferred leave will apply to the 12 weeks of Family or Medical Leave eligibility.
- 13.3.1.4 The request must be approved by the nurse's department/program director and the director of Human Resources. If the department/program director does not approve the request, the nurse may appeal directly to the director of Human Resources.
- 13.3.1.5 The request shall be responded to in writing (approved or disapproved) within ten (10) working days. Any required verification will be obtained within the same time frame. If approval is granted after any leave without pay has been incurred, the transferred leave will be retroactive to cover the lost wages.
- 13.3.1.6 Publication of a nurse's request to receive leave time will be coordinated by Human Resources. Notice will be posted on designated bulletin boards with the consent of the requesting nurse.
- 13.3.2 Nurses who voluntarily donate PTO hours to a nurse need to complete the leave transfer request form which is available in Human Resources.
- 13.3.2.1 PTO hours may only be transferred in increments of 4 hours or more.
- 13.3.2.2 The completed transfer request shall be approved by the nurse's department/program director and sent to the director of Human Resources.
- 13.3.2.3 Nurses may transfer PTO hours up to the equivalent of one-half of their annual accrual.
- 13.3.2.4 All transfers shall remain confidential.
- 13.3.3 All PTO/CAT/OSB dollars for which the nurse is eligible will be used before any transferred leave will be paid.
- 13.3.4 Transferred leave may be utilized only until such time as the nurse becomes eligible for alternative income protection. This may include long-term disability coverage provided by Broadlawns, Social Security, or privately held disability policies.
- 13.3.5 At the end of the absence, any remaining transferred leave will be transferred back to the nurses who donated it on a prorated basis, rounding to the nearest whole hour.
- 13.3.6 Leave time transferred by nurses will be exhausted before any donations from the medical center will be utilized.

- 13.3.7 This policy is intended to be used only in situations of extreme emergency and hardship; abuse of the policy will be subject to disciplinary action. Questions regarding the Leave Transfer Policy should be directed to Human Resources.

ARTICLE 14. HOLIDAYS

- 14.1 The following holidays are recognized and are included in the calculation of annual PTO accumulation:

New Years Day	Labor Day	Thanksgiving Day
Memorial Day (Observed)	Independence Day	Christmas Day

- 14.1.1 During Scheduled Work Day – At the discretion of the Nursing Director/designee, a nurse may be required to work on a holiday. Effective beginning with the New Year's Day holiday on January 1, 2006, if the holiday is worked, the full-time, regular part-time and weekend package nurse will be compensated at one and one-half (1 ½) times his/her regular rate of pay for all hours worked on the holiday. In addition, the nurse may elect to receive payment for PTO hours equal to regularly scheduled hours but not to exceed hours worked on the holiday.
- 14.1.2 Holiday Not Worked – Nurses not scheduled to work a holiday that falls on a regularly scheduled workday may elect to use PTO up to the number of regularly scheduled shift hours.
- 14.1.3 Insufficient PTO – Nurses with insufficient PTO hours who are not scheduled to work the holiday will receive payment only for the accumulated hours in their PTO bank. The remaining hours will be designated as unpaid.

14.2 Holiday Schedules

- 14.2.1 Due to the nature of hospital work, designated holidays must be scheduled in accordance with departmental needs. In those departments where it is necessary to provide 24 hour services, nurses will be required to work on holidays. Regular full-time and regular part-time nurses must be scheduled and available to work one major holiday (Christmas or Thanksgiving) and must also be scheduled and available to work two minor holidays (New Years Day, Labor Day, Memorial Day or Independence Day) on a yearly rotational basis. A listing of each nurse's holiday schedule will be maintained on the unit by the Nursing Director. The holiday list will be posted twelve (12) weeks prior to the posting of the holiday schedule in order to allow nurses an opportunity to trade holidays with each other. No trade will involve over-time or increase cost of premium pay. Registry nurses must work one holiday each year.
- 14.2.2 Nurses in departments or units not in normal operation on the actual holiday, shall observe holidays falling on a Saturday on the preceding Friday, and shall observe holidays falling on a Sunday on the following Monday.

14.2.3 The hours eligible for holiday pay will begin at 2300 the night before the holiday and end at 2300 on the actual holiday.

14.3 Orientation Period

Nurses who have successfully completed three (3) months of employment may elect to receive payment for up to eight (8) hours of accrued PTO in observance of a holiday.

14.4 Other Classified Personnel

14.4.1 All relief/PRN nurses who work the holidays as designated by the department/unit director will receive double pay for a maximum of eight (8) hours per holiday worked.

14.4.2 Registry nurses are not eligible to receive compensation beyond their regular rate for holiday hours worked.

ARTICLE 15. UNPAID LEAVES

15.1 Definition of Unpaid Leaves of Absence

15.1.1 Scheduled Absence Without Pay

Upon employment, full-time and part-time nurses shall be eligible for a limited leave without pay for a period not to exceed a total of ten (10) consecutive work days. Request for this absence and approval by the supervisor/department director is required in advance of the leave. Nurses returning from the authorized absence shall return to their former position, if physically qualified. Nurses on leave for reasons associated with the Family Medical Leave Act may be required to complete a request for Family or Medical Leave for absences of more than three (3) days.

15.1.2 Unscheduled Absence Without Pay

An extended unscheduled absence is one which has not been authorized by the supervisor/department program director when the nurse is scheduled to work. Such an absence shall make the nurse subject to disciplinary action up to and including discharge. Absences related to the Family and Medical Leave Policy may be an exception.

15.2 Family and Medical Leave Act

The Employer will provide Family and Medical Leave in accordance with the Family and Medical Leave Act, U.S.C. 2601, et seq., and the Employer's Policy No. H-0411.

15.3 Full-time and part-time nurses shall be eligible for a leave of absence (L.O.A.) without pay after the successful completion of 90 calendar days of employment. This is a leave without pay for a period beyond ten (10) work days and up to sixty (60) workdays or three (3)

consecutive months. Such leaves include, but are not limited to medical, personal, and maternity leave.

15.4 Request for an unpaid L.O.A. which extends beyond sixty (60) work days or three (3) consecutive months shall be submitted in writing to the appropriate director 24 hours prior to the expiration of the existing authorized leave of absence without pay. Approval of extended leave will be at the sole discretion of Broadlawns Medical Center. (See Maximum Allowable Absence Policy).

15.5 Nurses returning from authorized leaves of absence without pay of more than ten (10), but not more than sixty (60) consecutive work days may return to their former position, if physically qualified and if the position is vacant, or to another similar position for which the nurse is qualified. Eligible nurses who request and are authorized to use Family or Medical Leave are entitled to return to the same position, or an equivalent position with equivalent benefits, pay, and other terms of employment.

15.6 Medical Leave of Absence Without Pay

A nurse who does not meet the eligibility requirements of FMLA and whose personal illness/injury, extends beyond the expiration of his/her accumulated paid leave may be granted an unpaid leave of absence for any period up to three (3) consecutive calendar months. The nurse must present authorization to return to work as detailed in the Paid Time Off (PTO) Policy – Approval to resume duties.

15.7 Personal Leave of Absence Without Pay

A Nurse may be eligible for leave without pay to handle affairs of a personal nature. The length of the leave will be determined by the department director according to the needs of both the nurse and the medical center.

15.8 Maternity Leave of Absence

A nurse who does not meet the eligibility requirements of FMLA and becomes pregnant shall be eligible for accumulated PTO, Old Sick Bank (OSB), and CAT leave for the period of leave which is normally six – eight weeks duration. Nurses eligible to use OSB or CAT must use three (3) days of PTO prior to accessing those banks. After paid benefit time has expired the nurse shall be eligible for unpaid maternity leave. The terms and conditions which apply to unpaid leaves of absence for other medical reasons apply to a maternity related unpaid leave of absence.

When PTO, OSB/CAT are used for maternity purposes, the leave shall commence on the date the nurse's physician certifies the nurse is no longer physically capable of performing the normal duties required, and shall terminate on the date the nurse's physician or practitioner certifies the nurse is physically capable of resuming normal duties.

15.9 Parental Leave of Absence

A nurse who does not meet the eligibility requirements of FMLA is eligible for parental leave in recognition of the concerns and details which need to be handled at the time of the birth or adoption of a child. Nurses with accrued PTO must utilize their PTO hours to take parental leave. If PTO is unavailable or insufficient, parental leave without pay may be taken by full-time and part-time nurses for up to forty (40) hours as approved by the Nursing Director. OSB/CAT time shall not be used for parental leave.

15.10 Eligibility Requirements

15.10.1 Full-time and part-time nurses shall be eligible for a 10-day absence without pay as defined upon initial employment.

15.10.2 Full-time and part-time nurses shall be eligible for leaves of absence (L.O.A.) without pay after 90 calendar days of employment.

15.10.3 All accrued benefit time (i.e. PTO, CAT, OSB, if entitled) shall be used before requesting any unpaid leave of absence.

15.11 Any request for a leave of absence (L.O.A.) without pay shall be submitted in writing, at least 24 hours in advance of the leave, by the nurse, on forms provided by Broadlawns Medical Center. These forms shall be submitted to the department director for recommendation, then forwarded to the Human Resources department for approval and appropriate distribution to other medical center personnel. Failure to have an authorized L.O.A. form or Request for Family or Medical Leave and medical certification(s) on file shall result in termination of the nurse, who becomes ineligible for rehire. Nurses on Family or Medical Leave, where advance notice is not practical, are not required to complete request for Family or Medical Leave nor provide medical certification until practical.

15.12 Benefits While On Unpaid Leave Of Absence

A nurse granted an unpaid leave of absence shall not be eligible for accrual of fringe benefits, i.e. PTO, CAT, during this period of absence. Nurses shall retain the benefits of consecutive service.

15.13 Insurance Benefits While On Unpaid Leave Of Absence

Nurses on unpaid leave for reasons not associated with FMLA are responsible for full payment of premiums for health, life and dental insurance normally paid by Broadlawns Medical Center, as well as optional insurance premiums normally paid by the nurse, during the approved unpaid leave of absence, if the nurse elects to continue coverage. It is the full responsibility of the nurse to make arrangements with the benefits coordinator to continue benefits per the provisions in Family and Medical Leave Policy.

15.14 Return From Leave Of Absence

15.14.1 Separation of Employment for Failure to Return

If the nurse does not return to work upon expiration of the unpaid leave of absence, he/she is considered to have vacated his/her position at Broadlawns Medical Center. The nurse will be terminated and become ineligible for rehire.

15.14.2 Requests for Extension of Leave of Absence

All requests for an extension of an unpaid leave of absence shall be made directly to the department director in person, by registered mail, or direct telephone communication 24 hours prior to the expiration date of the original leave of absence. The request for extension requires approval by the department director and the director of Human Resources.

15.14.3 Availability of Positions Upon Nurse's Return From Leave of Absence

Nurses who have requested and been authorized to use Family or Medical Leave may return to the same position, or to one with equivalent benefits, pay, and other terms and conditions of employment, per the provisions in the Family and Medical Leave Policy.

When a nurse submits a request for an unpaid leave of absence, for reasons not associated with FMLA, he/she shall discuss the availability of open positions with the supervisor upon his/her return from the leave of absence. The medical center shall attempt to place the returning nurse in the same or similar position for which he/she is qualified.

However, this does not guarantee the same position, same shift or same rate of pay assigned to the nurse prior to the leave of absence. If a position is available, the nurse may return to work. If no positions are available for which he/she is qualified, it will be necessary for the nurse to wait for the next opening.

Failure to accept an offered position for which the nurse is qualified shall result in his/her termination from employment with Broadlawns. The nurse will be ineligible for rehire.

15.15 Union Leaves

- 15.15.1 Short term leaves. Bargaining unit nurses may be granted time off without pay for periods of less than thirty (30) calendar days in duration to participate in Union sponsored activities at the request of local officials, including leaves to attend Union sponsored training and meetings. Requests for leave under this section shall be in writing and shall be made as far in advance as possible, usually at least forty-five (45) calendar days prior to the absence. The granting of leave under this section shall be dependent upon staffing needs of the Employer, and the maximum number of absences under this section shall not exceed a total of ten (10) nurses at one time nor more than one (1) nurse in any clinical unit at one time.

- 15.15.2 Long term leaves. Officers and representatives of the Union shall, upon written request of the nurse and of the Union, be granted a leave of absence without pay for a period not to exceed one (1) year. The maximum number of nurses on this leave at any one time shall not exceed a total of three (3) or more than one (1) in any particular clinical unit. Except as otherwise agreed by the Employer, written requests for such a leave shall be provided to the Employer not less than forty-five (45) calendar days prior to the intended commencement of the leave and shall include specific commencement and return dates. A nurse may return prior to the return date only with the agreement of the Employer. A nurse returning from leave under this section shall have the same rights and shall follow the same procedure as nurses returning from other long term leaves.

ARTICLE 16 BEREAVEMENT LEAVE

- 16.1 Upon employment, Broadlawns Medical Center full-time nurses shall be eligible for paid leave of up to five consecutively scheduled working days (40 hours) for the death of a spouse, child/stepchild, or parent/step-parent. Part-time nurses may be granted up to twenty-four (24) consecutively scheduled hours.
- 16.2 Full-time nurses shall be eligible for paid leave of up to twenty-four (24) hours for the death of a sibling, stepsibling, parents-in-law, grandparents or grandchild. Part-time nurses may be granted eight (8) hours.
- 16.3 Bereavement leaves as detailed above will be requested from the supervisor who will determine the number of hours granted for each occurrence according to individual circumstances. Only days absent which would have been compensable work days will be paid. No payment of Bereavement Leave will be made during a leave of absence (L.O.A.).
- 16.4 Should there be a death of a nurse's family member not listed above, the Senior Vice President, Clinical Services may consider an exemption to the policy based on individual circumstances, not to exceed twenty-four (24) hours of paid time off for full-time nurses or eight (8) hours paid time off for part-time nurses.
- 16.5 PTO or time without pay may be granted in other circumstances.

ARTICLE 17 CIVIC DUTY LEAVES COURT/JURY DUTY LEAVE

- 17.1 Jury Duty
- 17.1.1 Full-time and part-time employees who are selected for jury duty will be granted a special leave for such service unless the absence would impair departmental operations. In such cases, the department director will request exemption from jury duty in writing to the court system. The employee shall inform his/her supervisor within forty-eight (48) hours from the

time he/she learns that such service will be required for the purpose of adequate staff scheduling. The employee will be expected to be on duty in the medical center when not in court. To the extent possible, the same shall apply to shift employees as it relates to individual circumstances in scheduling.

17.1.2 The employee will receive his/her regular wages for up to sixty (60) days in any calendar year, if required to miss scheduled time at work. In return, the employee is required to submit to the medical center cashier all remuneration received for juror's fees. Mileage will be refunded to the employee. The employee will retain all medical center benefits during this period of jury service.

17.1.3 Part time employees partial pay leave will be based on the number of regularly scheduled work days over a six-month period.

17.2 Witness

17.2.1 In the event an employee is subpoenaed by BMC or its attorneys as a witness on behalf of BMC in a Broadlawns Medical Center related legal proceeding, the witness fee will be submitted to the medical center cashier and the employee will receive his/her regular wages. The employee will be expected to be on duty when not in legal proceedings.

17.2.2 In the event an employee is subpoenaed by a party other than BMC or takes part in legal proceedings on behalf of a party other than BMC, the employee will be released in a manner similar to any other prescheduled personal absence. The employee will use PTO, excused time without pay, or make up missed work time as deemed appropriate by the employee's supervisor.

17.3 Military Duty

17.3.1 Military leave will be granted in accordance with Chapter 29A of the Code of Iowa. Request for the military leave shall be submitted in writing, along with verification of required duty time, signed by the Commanding Office, to the department director who will forward same to the Payroll department. The employee will retain medical center benefits and receive regular wages the first thirty days of authorized military leave.

ARTICLE 18 WAGES AND SALARIES

18.1 Pay Grades and Ranges

Each position in the medical center is assigned to a particular pay grade within the Employer's compensation system. This assignment is based on the position's relative value and contribution to the organization as well as the market value for similar work within the appropriate recruitment area.

Each pay grade consists of a minimum pay rate, midpoint, and maximum pay rate (see Addendum C). The midpoint of each range is defined as the average market value of a job

assigned to the pay grade. The minimum rate and maximum rate are the lowest pay and highest pay allowable for jobs in the range. These values are set in accordance with our labor market competition. All individuals employed by Broadlawns will be paid between the minimum and maximum rate of their salary range.

Pay ranges will continue to be adjusted to reflect the amount of the across-the-board increases to bargaining unit nurses. The current pay range will be adjusted upwards three percent (3%) for the first year of this Agreement, effective the first payroll period of January 2006. The pay range adjustment for the second year of this Agreement will be an additional three percent (3%), effective June 21, 2006.

18.2 Hiring Range

New nurses will be hired within the pay range assigned to their position. The minimum qualifications of the job description will provide the basis for determining the appropriate hire rate along with the following experience factor: 3.5 percent of the minimum pay rate for each year of relevant experience, above and beyond the minimum qualifications in the job description, up to ten (10) years. Previous relevant experience which occurs within twelve (12) years prior to the expected date of hire will be given credit.

Relevancy of work experience and/or education is determined by the Human Resources department and/or the Nursing Director.

Exceptions to this policy require written approval of the chief executive officer or his/her designee.

18.3 2005 – 2006 Wages/Salaries

- 18.3.1 The three percent (3%) across-the-board wage increase receive by all bargaining unit nurses except Registry nurses effective August 17, 2005 shall be made retroactive to July 1, 2005; no additional across-the-board increase will be given.
- 18.3.2 Effective with the first pay period starting in January 2006, all bargaining unit nurses except Registry nurses shall, in addition to the increase in 18.3.1 above, receive a market adjustment of two percent (2%) of their base hourly wage as of January 1, 2006. No additional increase for longevity will be given.
- 18.3.3 Effective retroactively to the first pay period in July, 2005, Registry nurses shall receive an hourly increase of \$1.00 for all hours worked.

18.4 2006-07 Wages/Salaries

- 18.4.1 Effective the pay period starting June 21, 2006, all bargaining unit nurses except Registry nurses shall receive an across-the-board increase of three percent (3%) of their base hourly wage or salary as of June 20, 2006.

- 18.4.2 Effective the pay period starting June 21, 2006, all bargaining unit nurses except Registry nurses shall, in addition to the increase in 18.4.1 above, receive a market adjustment of two and one half percent (2.5%) of their base hourly wage or salary as of June 20, 2006. No additional increase for longevity will be given.
- 18.4.3 Effective the pay period starting June 21, 2006, Registry nurses shall receive an hourly increase of \$1.00 for all hours worked.
- 18.5 Employer Discretion
Nothing herein shall preclude the Employer from making wage and salary adjustments in accordance with its Career Advancement Program. If the program is discontinued by the Employer, the wages and salaries of those nurses participating in the CAP program shall remain unchanged.

ARTICLE 19 SUPPLEMENTAL PAY

- 19.1 On-call
Hourly (non-exempt) nurses working in patient care areas who are responsible for direct patient care may be eligible for on-call pay at the rate of \$2.00 per hour for those hours in which they agree to be ready and available to return to work within department/unit response requirements. These nurses will submit call hours on a department/unit-specific form for supervisor approval. If called to work, on-call compensation will cease for the time spent at work. Salaried (exempt) nurses are excluded from supplemental on-call pay. Nurses in the Family Birthing Center will receive on-call pay for staff reduction hours and clinical back-up call, but not for their 24-hour call rotation.
- 19.2 Call Back
Hourly (non-exempt) nurses, including nurses in the Family Birthing Center who are called to the hospital to perform work during their on-call status shall swipe their BMC ID badge as they report to work. They shall receive pay at their base rate, including applicable shift differential, for either a minimum of two (2) hours work or the actual time worked, whichever is greater. Salaried (exempt) nurses are excluded from supplemental call-back pay.
- 19.3 Shift Differential
It is the policy of Broadlawns Medical Center to compensate hourly (non-exempt) nurses for the inconvenience of being scheduled to work undesirable hours.
- Eligible non-exempt nurses shall receive an hourly shift differential of \$2.00 per hour, in addition to their base hourly rate, for those hours worked between 6 PM and 6 AM during the term of this Agreement.
- Shift differential shall be paid for only those hours worked between 6 PM and 6 AM. Nurses using benefit time (i.e. PTO, CAT, OSB) will not be eligible for the shift differential for benefit time used.

19.4 Bonus Pay Plan

- 19.4.1 In compliance with the terms and conditions of the Employer's Bonus Pay Plan 4 and 7, attached hereto as Addendum B and incorporated by reference herein, nurses who voluntarily fill open shifts identified in the Plan after 1900 hours on Friday and before 0700 hours on Monday shall receive premium pay of seven dollars (\$7.00) per hour in addition to other compensation to which they are entitled for all hours worked on the shift.
- 19.4.2 In compliance with the terms and conditions of the Employer's Bonus Pay Plan 4 and 7, attached hereto as Addendum B and incorporated by reference herein, nurses who voluntarily fill open shifts identified in the Plan during any time period other than the weekend period defined in Section 19.4.1 shall receive premium pay of four dollars (\$4.00) per hour in addition to other compensation to which they are entitled for all hours worked on the shift.
- 19.5 Staff Nurse Option
Exempt Nursing Management staff and those nurses in exempt non-clinical positions may work in excess of their regularly scheduled hours in a staff nurse position, in accordance with the BMC policy/procedure, and shall be paid thirty dollars (\$30.00) per hour for all hours worked in a staff nurse position.
- 19.6 Charge Nurse Premium – Charge nurses shall receive an hourly differential of \$1.00 per hour for all hours worked in Charge status.
- 19.7 Non-Management Exempt Clinical Nurse Option
Exempt nurses working in a clinical position under a staff nurse job description may work in a different unit in excess of their regularly scheduled hours in a staff nurse position, in accordance with BMC policy/procedure, and shall be paid \$30.00 per hour for all hours worked under this option.

ARTICLE 20 INSURANCE BENEFITS

- 20.1 Full-time, part-time, and weekend package nurses in the bargaining unit shall be eligible for the same insurance benefit programs that are available to all other eligible employees of the Employer, and under the same eligibility criteria. Such insurance benefit programs currently available are summarized on Addendum A of this Agreement. The Employer may choose which plans to offer, but the Employer shall offer substantially the same benefits as the plans currently offered.
- 20.2 PRN/Relief, registry and temporary nurses are not eligible to participate in insured employee benefit programs.
- 20.3 The percentage of nurse contributions to insurance benefit programs during the term of this Agreement shall be no greater than that shown in the attached Addendum A.

- 20.4 Although not an insurance benefit program, a flexible spending plan shall be offered to eligible nurses in the bargaining unit. Eligible medical and dependent care expenses may be payroll deducted on a pre-tax basis.

ARTICLE 21 SEPARABILITY

- 21.1 In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.
- 21.2 In the event that any Article or Section of this Collective Bargaining Agreement is held invalid or the enforcement of or compliance with any Article or Section of the Agreement has been restrained under the above paragraph, upon mutual agreement of the parties to this Collective Bargaining Agreement, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutual satisfactory replacement for such Article or Section.

ARTICLE 22 HEALTH AND SAFETY

- 22.1 The Employer is committed to the health and safety of its nurses, patients and the public. Toward that end, the Employer will provide a safe and healthy work environment for all nurses, consistent with applicable federal and state health and safety standards, laws and regulations.
- 22.2 The Employer reserves the right to change and modify programs and practices related to health and safety to address ongoing health and safety concerns as required or as deemed necessary by regulatory agencies and changes in technology and information. The Employer will periodically advise the Union of any major changes in technologies or processes.
- 22.3 Annual health reviews and tests, including annual tuberculosis tests, required by the Employer shall be at the Employer's cost. The Employer shall continue its current practice relating to payment for tests that are necessary due to exposures to communicable diseases in the workplace. Nurses shall be provided with copies of the results of any such examinations. Pre-employment physical examinations and drug screens shall continue to be at the expense of the Employer.
- 22.4 The Employer shall continue to provide vaccinations and follow-up lab work to nurses at no cost according to its current practice.

ARTICLE 23 OLD SICK BANK/CATASTROPHIC LEAVE ACCOUNT

- 23.1 During the transition from the previous paid benefit plan (sick leave, personal illness, vacation, holiday and float holiday) to a flexible Paid Time Off (PTO) system, Broadlawns Medical Center has designed a bank of OSB dollars for use by those full time nurses who accrued sick leave hours prior to the implementation of the PTO program January 8, 2003.
- 23.2 After January 8, 2003, full time nurses will accrue up to five (5) days/40 hrs per year in an account designated for use in the event of a catastrophic personal illness (CAT)
- 23.3 Definitions
 - 23.3.1 Old Sick Bank (OSB). Sick leave hours accrued prior to the implementation of the PTO program times employee current rate of pay as of January 8, 2003 = OSB dollars.
 - 23.3.2 Catastrophic Leave Account (CAT). Five days/40 hours accrued by full time nurses each year, beginning on date of hire, to be used for personal illness only. Nurses can accumulate up to 30 days/240 hours. CAT does not accrue during unpaid hours.
- 23.4 Eligibility
 - 23.4.1 OSB. Full time nurses who accrued sick leave hours prior to January 8, 2003 are eligible to use OSB dollars on the fourth day of each unscheduled absence related to own personal illness or disability.
 - 23.4.2 CAT. All full time nurses are eligible to use accumulated CAT hours after completion of three (3) months of employment. CAT hours may be used on the fourth day of each unscheduled absence related to own personal illness or disability after depletion of any OSB account, if applicable.
 - 23.4.3 Full time nurses who have three (3) years of continuous full time employment may retain fifty percent of their accumulated OSB dollars (not to exceed 80 hours x hourly rate) at the time they transfer from a full time to a part time position.
- 23.5 Payment
 - 23.5.1 OSB dollars may be used beginning the fourth day of each unscheduled absence related to personal illness or disability. Exceptions may be those nurses eligible for Family Medical Leave on an intermittent basis. (See FMLA policy)
 - 23.5.2 If a nurse returns to work and finds it necessary to leave work due to the same illness (within forty-eight (48) hours of the original return to work), OSB dollars may be utilized. Documentation and authorization by supervisor on the KRONOS Star Tracker System is required.
 - 23.5.3 OSB dollars and CAT hours are not paid out at time of termination.

23.5.4 After OSB dollars are exhausted, CAT hours must be used equal to the regular work schedule.

23.5.5 After CAT hours are exhausted, PTO must be used equal to the regular work schedule.

23.5.6 Neither OSB nor CAT may be used for family members' illness/injury.

23.6 Notification

23.6.1 A nurse is required to notify his/her supervisor/manager of the need to be absent due to illness as early as possible prior to the start of the scheduled shift. Notification is required before each shift unless the supervisor/manager has a clear understanding of the continuing absence. Failure to make this notification may result in forfeiture of PTO, OSB or CAT. (Refer to specific department notification policies.)

23.6.2 A nurse who is absent due to illness or injury for more than three consecutive work days must report to Employee Health prior to returning to work, with a physician's statement indicating (1) nature of illness, (2) release to work, (3) work restriction, if indicated. Employee Health will provide the nurse with a return to work authorization form, indicating work restrictions and whether the nurse has requested and been authorized to use Family and Medical Leave (FMLA). Copies of the return to work authorization will be forwarded to the nurse's supervisor/manager, who will document in the KRONOS Star Tracker system.

ARTICLE 24 UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

24.1 Designated Union representatives shall be permitted access to The Medical Center for the purpose of administering this Agreement. The Union shall be permitted meeting space, when available, for this purpose and shall make requests for the use of meeting space from the Government and External Relations department of the Medical Center as the need arises.

24.2 The Employer recognizes the right of the Union to appoint Officers and Representatives. The Employer agrees to recognize the authority of Officers and Representatives as defined in this Agreement and applicable law. The Union shall provide the Director of Human Resources with a written list setting forth the names and jurisdictional areas of Union Work Site Leaders (Stewards) and representatives. The list shall be updated as necessary but no less than annually. This list shall be the sole source for the Employer's use when an employee requests Union representation.

24.3 The Employer will permit trading or alteration of work schedules of nurses elected as Officers and Union Representatives to permit their attendance without pay at Union meetings, councils, or assemblies, consistent with applicable notice requirements set forth in Section 15.15 of this Agreement. Such trades or alterations to schedules shall not result in overtime or additional premium pay hours.

- 24.4 The Employer shall provide a designated bulletin board reserved for Union purposes in administering this Agreement on each clinical nursing unit. No political campaign literature or material detrimental or derogatory to the Employer or the Union will be posted. The Union shall be responsible for the content of postings on the Union bulletin board.
- 24.5 The Union will be given thirty (30) minutes during the new nurse orientation to address bargaining unit members. Whenever possible, the Union will be notified at least one (1) week in advance of the date, time and place of such orientation that includes bargaining unit members.
- 24.6 Designated Union representatives shall be released without loss of pay to attend grievance and Weingarten investigations scheduled during working hours not to exceed one (1) hour or incur overtime expense. If patient care or Employer operations do not permit the release of a duly recognized representative for a meeting, then the meeting will be rescheduled.
- 24.7 **Negotiating Time:** The Employer shall grant up to five members of the Union negotiating committee unpaid release time, for the purpose of attending scheduled negotiation dates on a successor collective bargaining agreement. Such nurses shall accrue seniority, for all scheduled shifts for which they are released from work to attend negotiations.

ARTICLE 25 UNION DUES CHECK-OFF

- 25.1 Upon receipt of a voluntary written authorization from a nurse on the appropriate form, the Employer shall, pursuant to authorization, deduct from the wages due said nurse each pay period and remit to the Union, regular dues as fixed by the Union.
- 25.2 The Employer shall remit to the Union, not later than three (3) days after the pay date, all deductions for dues made from the wages of nurses for the preceding pay period, along with the following information for each nurse:
- hourly rate;
 - full, regular part-time, weekend package, PRN, registry status;
 - pay period the deduction is based on;
 - name and employee identification number;
 - check payable to SEIU Local 199, 102 2nd Avenue, Coralville, IA 52241
- 25.3 The Employer agrees to furnish the Union each month with the names of newly-hired bargaining unit nurses, their addresses, employee identification number, classifications of work, their dates of hire, and names of terminated nurses, together with their dates of termination, and names of nurses on leaves of absence, together with the dates such leaves of absence began and ended if known.

ARTICLE 26 STAFF DEVELOPMENT/EDUCATIONAL ASSISTANCE

- 26.1 All regular full-time, part-time and weekend package nurses are eligible to participate in the Employer's education assistance programs. The Employer retains the right to make changes in all such education assistance programs, and will provide the notice to the Union of such changes.
- 26.2 Any bargaining unit nurse who is required to participate in or attend Employer training or educational programs which are held at times other than during the nurse's scheduled work hours shall be paid at the regular base hourly rate of pay.

ARTICLE 27 MISCELLANEOUS

- 27.1 The Employer and Union shall share equally in the cost of printing this Agreement, not to exceed \$250.00 for the Employer.
- 27.2 No nurse shall be subject to retaliation for reporting his or her good faith concerns about actual or potential violations of laws, regulations, standards or policies. Nurses shall be expected to promptly report their good faith concerns about such actual or potential violations to their Nursing Director, the Senior Vice President, Clinical Services or the Corporate Compliance Officer/Hotline.
- 27.3 Labor-Management Committee

A Labor-Management Committee shall be established for the limited purpose of creating a forum for the exchange of ideas and information between the Employer and the Union regarding the efficacy of the Employer's Bonus Pay Plan 4 and 7, as set forth in Article 19 and Addendum B of this Agreement.

Following appropriate training by the PERB, the parties will meet and confer once each quarter of the contract years covered by this Agreement, beginning no later than July 1, 2006. Each party shall designate its own committee members, not to exceed four (4) members.

Nothing in this Article shall create any obligation on the parties, other than to afford each the opportunity to be heard on the subject matter for which the committee is established. The committee shall have no power to amend, modify or supplement the terms of this Agreement or to alter or amend the policies or practices of the Employer.

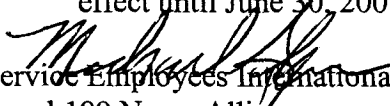
27.4 Personnel Files

- 27.4.1 Each nurse shall have the right to review his or her personnel file maintained by the Employer, subject to the limitations set forth in Chapter 91B of the Code of Iowa. The personnel file will include records of performance evaluations, disciplinary notices, and other personnel documents.

- 27.4.2 The personnel file may be reviewed by the nurse in the Human Resources Department by appointment during normal business hours, Monday through Friday between 8:00 a.m. and 4:30 p.m. The nurse may submit written comments to the Director of Human Resources in response to any item in his or her personnel file, and such written comments shall remain a permanent part of the file.
- 27.4.3 Access to personnel files shall be limited to authorized management personnel, the nurse and a Union Representative if so designated in writing by the nurse.
- 27.4.4 Upon prior notification and at no cost to the nurse, the Employer shall make one (1) copy of the personnel file for the nurse, if needed to process a grievance.
- 27.5 **Effect of Agreement** This Agreement constitutes the full and complete agreement between the Employer and the Union representing nurses in the bargaining unit. This Agreement sets forth all rights of the nurses with the Employer other than those conveyed by State or Federal laws. All Employer policies, procedures and work rules not referenced in this Agreement, or not specifically contradicted by the terms of this Agreement, apply to the nurses as they do to all other employees of the Employer, and the Employer may change such policies, procedures and work rules from time to time.

ARTICLE 28 DURATION


This Agreement shall become effective July 1, 2005, and shall continue in full force and effect until June 30, 2007.


Service Employees International Union
Local 199 Nurse Alliance


Local President


Chief Spokesperson

Chapter President



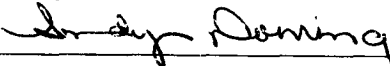
Negotiations Team Member



Negotiations Team Member



Negotiations Team Member

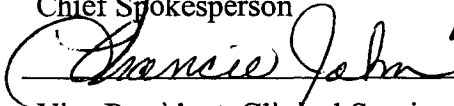



Negotiations Team Member

Negotiations Team Member

Broadlawns Medical Center


Chief Spokesperson


Vice President, Clinical Services


Director, Human Resources

**Broadlawns Medical Center
Insured Benefits**

Rates Shown Current as of December 2005 – To Be Adjusted Again in December 2006

Medical Insurance (pre-tax)

Principal Financial Group – PPO

Tier I – BMC	10% eligible expenses	No deductible	\$1000/2000 Out of Pocket
Tier II – In Network	\$15.00 Office co-pay 20% eligible expenses	\$400/800 deductible Hospital services	\$1500/3000 Out of Pocket
Tier III – Out of Network	30% eligible expenses	\$500/1000/deductible	\$2000/4000 Out of Pocket

Deductible and out of pocket per calendar year. (\$10 per month discount available if current employees participated in the Malloy Wellness Screening.)

<u>Rates</u>	<u>Full time</u>	<u>BMC Contribution</u>	<u>Part time</u>	<u>BMC Contribution</u>
Employee only	\$97.02	\$493.08	\$155.02	\$435.08
Family	\$193.42	\$1,039.43	\$315.70	\$917.15

Dental Insurance – (pre-tax)

Delta Dental – Preventative 100%; Restorative – 20%; \$25/\$75 deductible per calendar year; \$1000 maximum per person

<u>Rates</u>	<u>Full time</u>	<u>BMC Contribution</u>	<u>Part time</u>	<u>BMC Contribution</u>
Employee only	\$4.80	\$11.20	\$6.40	\$9.60
Family	\$12.77	\$29.80	\$17.03	\$25.54

Basic Life and Accidental Death & Dismemberment Insurance (Term Life) – Employer Paid

BMC provides 1 X annual salary. Spouse term life \$2,000; dependents term life \$2,000

Long Term Disability – 60% of monthly Income – Maximum \$7,500/\$12,500 – Employer Paid

BMC provides all full time employees with coverage after 1 year of employment.

Supplemental Term Life Insurance

Supplemental term life insurance is available up to an additional 3 X annual salary for .265/\$1000. The maximum term life insurance cannot exceed \$400,000 total.

Supplemental term life insurance is available for dependents

Plan A	Spouse	\$5,000	\$1.40 per month
	Dependent	\$2,500	
Plan B	Spouse	\$10,000	\$2.80 per month
	Dependent	\$ 5,000	

Short Term Disability Insurance – 60% of weekly income – Maximum 13 weeks – Employee Paid

With the same eligibility rules that apply for long-term disability, short-term disability is available.

BONUS PAY PLAN 4 AND 7

PURPOSE

The purpose of this Bonus Pay Plan is to substantially reduce the cost of agency staffing. Only units utilizing agency staffing may participate in this plan. The plan provides additional compensation to BMC nursing staff who work an unanticipated open shift due to an unscheduled absence, or who fill a vacant budgeted position for which active recruitment is occurring. Strict adherence to the plan and its eligibility requirements will be enforced.

The Bonus Pay Plan will be monitored closely to determine its success in achieving the purpose of substantially reducing the cost of agency staffing.

PLAN

The bonus pay rate for registered nurses is an additional \$4.00 per hour during weekday shifts and \$7.00 per hour during weekend shifts. Registered nurses are eligible for bonus pay only if the established criteria set forth in this plan are met.

ALL OF THE FOLLOWING ELIGIBILITY REQUIREMENTS MUST BE MET:

1. The unit must be currently utilizing agency staff.
2. Temporary staffing shortages are a direct result of vacant budgeted positions for which the unit is actively recruiting.
3. Non-exempt (hourly) employees who provide direct care to patients, excluding those nurses providing care in the Clinic setting.
4. Qualified employees who have already fulfilled their budgeted and scheduled hours for the pay period – employees are only eligible for bonus pay if they have completed their budgeted and scheduled hours for the entire pay period.
5. Employee (FT, PT or Weekend Package) works an unanticipated open shift to fill an unscheduled absence or to fill a vacant budgeted position for which active recruitment is occurring.
6. Relief/PRN employees are eligible to participate in the plan only after they have worked 8 hours during the work week in which they seek bonus pay hours.
7. After an actively recruited open position is filled, bonus pay may continue during a new employee's competency assessment, but only until such time as the new employee is determined competent to work independently.

NON-ELIGIBILITY:

The following employee status and scheduling conditions do not qualify for nurse bonus pay:

1. Exempt (salaried) employees.

2. Employees hired to work primarily on weekends, i.e. weekend only positions, are eligible for bonus pay 4 only.
3. Weekend package positions are eligible for bonus pay 4 only.
4. BMC Clinic employees, except when working on inpatient units.
5. Relief/PRN employees when working for a regular employee on a “trade” situation *or have not met their eligibility requirements for the week.*
6. Nurse Registry employees
7. Employees who work extra weekends as a result of a “trade” with another employee.
8. Employees who request to work every weekend as their preference.

PROCEDURE

1. The weekend is defined as 11:00 p.m. Friday through 7:00 a.m. Monday.
2. The employee indicates the bonus hours on the KRONOS Pay Code Adjustment form.
3. When approving KRONOS pay records, the Nursing Director enters the number of bonus pay hours / pay code and indicates approval in the KRONOS system.
4. Unit scheduled staffing will be specified in writing and reviewed as staffing needs dictate. Staffing/scheduling plans shall be submitted to the Senior Vice President, Clinical Services, for review and approval.
5. Unit Directors pay will be responsible for compliance with and strict enforcement of the requirements of this bonus pay plan.

Addendum C

Broadlawns Medical Center Pay Ranges July 1, 2005 – December 31, 2005

Pay Grade/Title	January 1, 2006		July 1, 2006	
	Minimum	Maximum	Minimum	Maximum
NURSING				
CN1				
CLINIC NURSE	\$16.38	\$24.57	\$16.87	\$25.30
FAMILY PLANNING NURSE				
OUTPATIENT PSYCH NURSE				
WIC NURSE				
CN2	\$17.45	\$26.17	\$17.97	\$26.96
DIABETES NURSE EDUCATOR				
DIAGNOSTICS NURSE				
O/P PSYCH PHONE NURSE				
CLINICAL TELEMAGEMENT NURSE				
CLINIC RESOURCE NURSE				
COORDINATOR QUALITY INITIATIVES				
TEAM LEADER, CLINIC TELEMAGEMENT				
STAFF NURSE				
RN1	\$17.61	\$24.66	\$18.14	\$25.40
RN2	\$18.32	\$25.64	\$18.87	\$26.41
RN3	\$19.05	\$26.67	\$19.62	\$27.47
RN4	\$19.81	\$27.74	\$20.41	\$28.57
RN5	\$20.60	\$28.85	\$21.22	\$29.71